

1. CONTRACT (Proc. Inst. Ident.) NO. **NRC-10-79-665** 2. EFFECTIVE DATE **SEP 12 1979** 3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **ADM-79-665** 4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDA REG. 2 AND/OR DMS REG. 1. RATING:

5. ISSUED BY **U.S. Nuclear Regulatory Commission
 Division of Contracts
 Washington, D.C. 20555** 6. ADMINISTERED BY (If other than block 5) 7. DELIVERY FOB DESTINATION OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS **Montgomery County Public Schools
 Department of Adult Education
 850 Hungerford Drive
 Rockville, Maryland 20850
 ATT: Sara Pascoe, Coordinator** 9. DISCOUNT FOR PROMPT PAYMENT **N/A** 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____

11. SHIP TO/MARK FOR **U.S. Nuclear Regulatory Commission
 Office of Administration
 Management Development & Training Staff
 Washington, D.C. 20555
 ATT: Lillian van Santen** 12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission
 Office of the Controller
 Washington, D.C. 20555**

13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a)(1) 41 U.S.C. 252 (c)(3)

14. ACCOUNTING AND APPROPRIATION DATA
B&R No. 41-22-00-202 Appropriation Symbol: 31X0200.409 \$1925.50

| 15. ITEM NO. | 16. SUPPLIES/SERVICES | 17. QUANTITY | 18. UNIT | 19. UNIT PRICE | 20. AMOUNT |
|---------------|-------------------------------|--------------|----------|----------------|------------|
| | Gregg Shorthand Theory Review | | | | |
| POOR ORIGINAL | | | | | |

21. TOTAL AMOUNT OF CONTRACT \$ **1925.50**

22. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

26. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

23. NAME OF CONTRACTOR BY **[Signature]** (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA BY **[Signature]** (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) 25. DATE SIGNED **9/10/79** 28. NAME OF CONTRACTING OFFICER (Type or print) **Dora J. Hargett** 29. DATE SIGNED **9/12/79**

ARTICLE I - SCOPE OF WORK

The Contractor shall conduct a 64 hour course entitled "Gregg Shorthand Theory Review". This course includes a review of Gregg Shorthand Theory (Anniversary, Simplified and Diamond Jubilee Methods), and extensive practice exercises. Speed development and accurate dictation ability are stressed. Dictation will be given from 60 to 120 words per minute to prepare for the Civil Service Shorthand Proficiency certificate. Students will be tested at the end of the course and those who pass the requirement of 80 words per minute will be certified by the instructor. Thirty-two individual classes will be conducted for two hours twice a week totaling four hours a week for sixteen weeks. Classes will be scheduled dependent on available space in NRC facilities.

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance under this contract will commence approximately September 19, 1979 and will be completed sixteen weeks after start of class. Time will be confirmed between the COAR and the Montgomery County Public School Coordinator for Government Programs at a later date.

ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance hereunder, the NRC shall pay the contractor a rate of \$38.50 for each student, approximate total of 50 students for the total sum of \$1925.50.

ARTICLE IV - OBLIGATION

The amount presently obligated by the NRC with respect to this contract is \$1925.50.

ARTICLE V - PAYMENT

V.1 Payment shall be made in accordance with Clause 2 of the General Provisions entitled "Payment"/Partial payment shall be made to the contractor after successful completion of each course, acceptance of all of the work; upon submission by the contractor of voucher(s) in a form satisfactory to the Contracting Officer; provided, however that said payment(s) shall not be deemed to prejudice any rights which the Government may have by law or under other provisions of this contract.

ARTICLE VI - SPECIAL PROVISIONS

POOR ORIGINAL

VI.1 GOVERNMENT FURNISHED MATERIALS

Upon execution of this contract, the NRC will furnish its own facilities to accommodate the students for use in performance of this contract. Prior to commencement of this course, NRC will furnish Contractor with the exact location information.

VI.2 CONTRACTING OFFICER'S AUTHORIZED REPRESENTATIVE (COAR)

Performance of the work hereunder shall be subject to the technical instructions issued by the U.S. Nuclear Regulatory Commission. The technical instructions shall be signed by the COAR.

The COAR is responsible for:

- (1) monitoring the Contractor's technical progress, including the surveillance and assessment or performance and recommending to the Contracting Officer changes in requirement;
- (2) interpreting the statement of work;
- (3) performing technical evaluation as required;
- (4) performing technical inspections and acceptances required by this contract;
- (5) assisting the Contractor in the resolution of technical problems encountered during performance.

Within the purview of this authority, the COAR is authorized to approve payment vouchers for supplies/services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the COAR to the Contractor to be valid, it must:

- (1) be consistent with the description of work set forth in this contract;
- (2) not constitute new assignment of work or change of the expressed terms, conditions, or specifications incorporated into this contract;

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VI.4 INSPECTION AND ACCEPTANCE

Acceptance of the services and reports to be delivered herein will be made by the COAR.

VI.5 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. (Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.)

ARTICLE VII - GENERAL PROVISIONS

- VII.1 This contract is subject to the Fixed Price Research and Development Contracts under \$10,000, dated November 14, 1977 which incorporated the FPR Changes and Additions and NRC additions, attached hereto and made a part hereof.
- VII.2 Clause 14, "Patents Rights - Acquisitions By The Government", is hereby deleted in its entirety.

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